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1935

Department of Land Rev Estt

OFFICE of the Bd of Rev

STATION Madras

Mis **No.** 2692

Dated 22-7-35

C 5311/35

DESPATCHED
25 JUL 1935

Pages in the file

(SUBJECT.)

Security. (South Kanara). Hyder Trans. Appaiya M R Ry. Co., — Fidelity Bond of Mess^rs. Bernard and Co. Accepted.

Ref. C. No. G1-1024--1935.

South Kanara Collector's Office,
Mangalore, dated 12th July 1935.

From

E. M. Gawne, Esq, I.C.S.,
Collector of South Kanara.

To

The Secretary to the Board,
Land Revenue & Settlement,
Madras.

Sir,

Security-- Mr. U. Appaiya--Hazur Treasurer--Fidelity bond--Bond form submitted for approval.

Mr. U. Appaiya had given a cash security of Rs.1,000 as Hazur Treasurer.. He now requests that he may be permitted to offer as security a fidelity bond to be executed by Messrs W. A. Beardsell & Co. Ltd. for a like sum. The form of the bond proposed to be executed by them is herewith submitted for approval in accordance with the Board's order Mis. No. 2108 L. R. & Settlement dated 5th June 1935.

Your obedient servant,

Gawne

Security-(South Kanara) Huzur Treasurer-Appaiya. M.R.Ry,U.,- Fidelity Bond of Messrs Beardsell and Co.,- Accepted.

C.5311/35.

Res. (Mis) 2692 dated, 22.7.35

The Board accepts the form of the ~~security~~ fidelity bond, to be executed by Messrs. Beardsell and Co., on behalf of M.R.Ry U.Appaiya, Huzur Treasurer, Mangalore, Soth Kanara District.

2. The collector is requested to take steps to have a securit bond executed by the Huzur Treasurer, in Form No.(6) of Appendix No.5-A to the Madras Financial and Account Code, Volume II.

To The Collector of South Kanara,

(with a specimen form returned)

To I-A.

The form of the bond is similar to the one approved in the B.P.Mis 2108 d/ 5-6-35.

THE NATIONAL GUARANTEE

AND SURETYSHIP ASSOCIATION LIMITED.

The Association is the pioneer of Guarantee and Suretyship business in India. No other class of business transacted.

Head Office:- 17, Charlotte Square, Edinburgh.

Incorporated in Edinburgh, Scotland in 1863.

Managers for India, Burma and Ceylon.

Messrs. Gillanders, Arbuthnot & Co. Calcutta.

Sum Guaranteed Rs.1000 /- First Premium Rs.20-0-0

Renewal Date 2nd July. Annual Premium Rs.20-0-0.

Whereas Mr. Venu Appaya, hereinafter called the "Employed is in, or is about to be taken into, the employment of The Secretary of State for India in Council as Huzur Treasurer, Collector's Office, Mangalore, hereinafter called the "Employer", in the capacity set forth in the Proposal after mentioned, and an application has been made to the National GUARANTEE AND SURETYSHIP ASSOCIATION Limited, hereinafter called the "Association", to give such guarantee as hereinafter contained, which application has been entertained by the Association.

And Whereas a proposal for such Guarantee and relative Statement or Statements signed by the Employer have thereupon been delivered to the Association by the Employer, setting forth the circumstances and conditions of the said employment and the precautions and checks to be used by the Employer for securing accuracy of accounts and limiting the amount of moneys entrusted to or left in the hands of

of the Employed at any one time, which Proposal and relative Statement or Statements are hereby declared to be the basis of the Contract of Guarantee hereinafter set forth.

And Whereas the First Premium above mentioned has been paid to the Association as the Premium or consideration for such guarantee for the period commencing the Second day of July Nineteen hundred and Thirty five and terminating on the First day of July Nineteen hundred and Thirtysix.

Now ~~And~~ Whereas therefore this Agreement withesseth, that in consideration of the premises, and during the period commencing and terminating as aforesaid, and afterwards during every succeeding year in respect of which the Employed or the Employer shall, before or upon the Second day of July in each such year or within ten days thereafter, pay or cause to be paid to the Association, and the Association shall consent to receive, the annual premium above mentioned the Association will and they do hereby, as surety for the Employed, agree to guarantee to the Employer that, so long as the Employed shall, after the date of this Agreement, continue in the uninterrupted employment of the Employer in the capacity set forth in the said proposal, the Employed shall and will, during the subsistence of this Agreement, honestly and faithfully account to the Employer for all moneys which the Employed in the course of xxx said employment shall receive or be entrusted

with on account of the Employer, and generally that the Association will to the extent hereinafter mentioned, indemnify the Employer against all loss in such moneys which the Employer may sustain by any fraud or dishonesty of the Employed in the capacity and employment foresaid to an amount not exceeding the sum of Rupees One thousand only.

PROVIDED ALWAYS that this Agreement is issued suoject to the following conditions, which shall be conditions precedent to the liability of the Association to pay any claim hereunder.

1. That the foresaid guarantee and indemnity shall continue operative and in force only so long as the circumstances and conditions of the said employment shall remain in every particular as set forth in the said Proposal and relative Statement or Statements, and the precautions and checks for securing accuracy of accounts and limiting the amount of moneys entrusted to or left in the hands of the Employed at any one time shall be duly observed and put in practice on the part of the Employer in accordance with the said Proposal and relative Statement or Statements: And that the Association shall only be liable to contribute PRO RATA along with any other security held by the Employer.

2. THAT The Association shall be liable for any such loss as aforesaid only in the event of the Employer giving notice in writing to the Association in Madras of any act of fraud or dishonesty committed by the Employed immediately after the same shall have come to the knowledge of the Employer, and within six months either after the Employed shall have left the service of the Employer, or after the death of the Employed, or of the lapsing of this Agreement, which ever of these events shall first happen: and such notice shall state the Number of the Agreement, the cause, nature, and extent of the loss, so far as then ascertained, and the address, if known, of the Employed; and that no claim shall be made under this Agreement except in respect of any act or acts of fraud or dishonesty which shall have occurred during the subsistence of this Agreement; and from and after the date upon which such fraud or dishonesty shall come to the knowledge of the Employer the Association shall EO IPSO, and without any intimation whatever, be relieved from their obligations hereby undertaken so faras regards the subsequent acts of the Employed: AND that every claim under this Agreement shall be lodged with the Association without undue delay after notice as aforesaid shall have been given to the Association; AND that full particulars and satisfactory proofs of the loss (verified, if the Association shall so require, by Statutory Declaration) shall be given to the Association; AND that when any such loss has been

made good and satisfied by the Association, a discharge in thereof shall be made hereon by the Employer, and thereupon this Agreement shall be delivered up to the Association: AND that the Employer shall, when required by and at the expense of ~~Employer against~~ assign to the Association all claims and rights of action competent to the Employer against the Employed in respect of the loss so sustained.

3. THAT the Employer shall, if required by the Association, forthwith prosecute the Employed for any act or acts of fraud or dishonesty committed, or supposed to have been committed, by the Employed, in consequence of which a claim may be made under this Agreement, the Association paying all expense, costs and damages necessarily incurred by the Employer in such prosecution; AND that the Employer shall also give to the Association all such information and assistance as ~~any~~ may be reasonably required for maintaining any action against the Employed for reimbursing to the Association any moneys which they may pay or become liable to pay, under this Agreement.

SIGNED for and on behalf of the Association at Madras the

day of

Nineteen hundred and

It is hereby understood and agreed that/within the policy is extended to guarantee to the Government that the Employed shall and will during the subsistence of this

policy

policy honestly and faithfully account to the Government for all moneys and properties which he, while in the exercise of the office of Huzur Treasurer, Collector's Office, Mangalore shall receive or be entrusted with or which which any person acting for him in his said office shall receive or be entrusted with on account of Government. Further the Association shall indemnify the Government against all loss in such monies and properties which the Government may sustain by any act or acts of default or dishonesty, negligence or disregard of rules of the Employed in his said office as aforesaid or other persons nominated, accepted by or serving under him in his said office in the capacity and d employment described in ~~x~~ the policy.